

## **Exhibit 1**



**Service of Process  
Transmittal**

04/14/2022

CT Log Number 541406884

**TO:** Dawn Nelson  
Vista Outdoor Operations LLC  
1 VISTA WAY  
ANOKA, MN 55303-6794

**RE: Process Served in New Jersey**

**FOR:** Vista Outdoor Inc. (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Re: MICHAEL MAZURE, // To: Vista Outdoor Inc.

**DOCUMENT(S) SERVED:** --

**COURT/AGENCY:** None Specified  
Case # ESXL815721

**NATURE OF ACTION:** Product Liability Litigation - Personal Injury

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, West Trenton, NJ

**DATE AND HOUR OF SERVICE:** By Process Server on 04/14/2022 at 03:39

**JURISDICTION SERVED :** New Jersey

**APPEARANCE OR ANSWER DUE:** None Specified

**ATTORNEY(S) / SENDER(S):** None Specified

**ACTION ITEMS:** CT will retain the current log  
Image SOP  
Email Notification, Dawn Nelson dawn.nelson@vistaoutdoor.com

**REGISTERED AGENT ADDRESS:** C T Corporation System  
820 Bear Tavern Road  
West Trenton, NJ 08628  
866-331-2303  
CentralTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



## PROCESS SERVER DELIVERY DETAILS

**Date:** Thu, Apr 14, 2022  
**Server Name:** Drop Service

Entity Served	VISTA OUTDOOR
Case Number	ESXL815721
Jurisdiction	NJ

Inserts		



**DE FRANK LAW GROUP, LLC**  
**PETER DE FRANK, ESQ. -035282007**  
**50 Packanack Lake Road**  
**Wayne, NJ 07470**  
**(973) 696-1900**  
**(973) 696-4211**  
**pdefrank@defranklawgroup.com**  
Attorneys for *Plaintiffs*

**MICHAEL MAZURE,**

Plaintiff(s),

v.

**REMINGTON ARMS COMPANY, INC.;**  
**REMINGTON OUTDOOR COMPANY,**  
**INC.; VISTA OUTDOOR; ROUNDHILL**  
**GROUP; BERETTA U.S.A. CORP.;**  
**SAKO, LTD.; GANDER MOUNTAIN,**  
**INC.; GANDER OUTDOORS, INC.;**  
**GANDER RV; DICKS SPORTING**  
**GOODS, INC.; JOHN DOES 1-10**  
**(fictitious parties); JANE DOES 1-10**  
**(fictitious parties); ABC CORPS 1-10**  
**(fictitious parties);**

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY

DOCKET NO. ESX-L-8157-21

*Civil Action*

**SUMMONS**

FROM THE STATE OF NEW JERSEY TO THE DEFENDANT(S) NAMED ABOVE:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, New Jersey 08625: A \$175.00 (Law Division) or \$175.00 (Chancery Division) filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights, you must file and serve a written answer or motion (with the fee and completed Case Information Statement) if you want the Court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services Office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: April 12, 2022

/s/ Michelle M. Smith

Michelle M. Smith  
Clerk of the Superior Court

Name and Address of Defendant to be served:

Vista Outdoor c/o Corporation Trust  
820 Bear Tavern Road, suite 305  
West Trenton, NJ 08628

DE FRANK LAW GROUP, LLC  
PETER DE FRANK, ESQ. -035282007  
50 Packanack Lake Road  
Wayne, NJ 07470  
(973) 696-1900  
(973) 696-4211  
pdefrank@defranklawgroup.com  
Attorneys for *Plaintiffs*

MICHAEL MAZURE,  
Plaintiff(s),

v.

REMINGTON ARMS COMPANY, INC.;  
REMINGTON OUTDOOR COMPANY,  
INC.; VISTA OUTDOOR; ROUNDHILL  
GROUP; BERETTA U.S.A. CORP.;  
SAKO, LTD.; GANDER MOUNTAIN,  
INC.; GANDER OUTDOORS, INC.;  
GANDER RV; DICKS SPORTING  
GOODS, INC.; JOHN DOES 1-10  
(fictitious parties); JANE DOES 1-10  
(fictitious parties); ABC CORPS 1-10  
(fictitious parties);

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY

DOCKET NO.

*Civil Action*

COMPLAINT, DEMAND FOR TRIAL  
BY JURY, DESIGNATION OF TRIAL  
ATTORNEY, DEMAND FOR ANSWERS  
TO INTERROGATORIES;  
STATEMENT OF DAMAGES;  
DEMAND FOR STATEMENTS

Plaintiff, MICHAEL MAZURE, residing 12 Fleetwood Avenue, Fairfield, Essex  
County, New Jersey, by way of this Complaint against the Defendants, states the following:

**PARTIES**

1. At all relevant times, Defendant REMINGTON ARMS COMPANY, INC. is  
a company, which has a principal place of business, located at 870 Remington Drive, Madison,  
North Carolina.

2. At all relevant times, Defendants REMINIGTON OUTDOOR COMPANY,  
INC. is a company, which has a principal place of business located at 100 Electronics  
Boulevard, in Huntsville Alabama.

3. At all relevant times, Defendants **VISTA OUTDOOR**; is a company that has a which has a principal place of business located at 1 Vista way in Anoka Minnesota.

4. At all relevant times, Defendant **ROUND HILL GROUP** is a company with a principal place of business located at 888 SE 3<sup>rd</sup> Avenue, Suite 500 in Fort Lauderdale, Florida.

5. At all relevant times, Defendant **BERETTA U.S.A. Corp.** is a company with a principal place of business located at 17601 Beretta Drive in Accokeek Maryland.

6. At all relevant times, Defendant **SAKO, LTD** is a company with a principal place of business located at Ilveskatu 2 Riihimaki in Finland.

7. At all relevant times, Defendants **GANDER MOUNTAIN, INC.; GANDER OUTDOORS, INC.; GANDER RV** are companies with a principal place of business located at 8300 Norman Center Drive, Suite 700 in Bloomington Minnesota.

8. At all relevant times, Defendant **DICKS SPORTING GOODS, INC.** is a company with a principal place of business located at 345 Court Street in Coraopolis Pennsylvania and conducts business in Essex County pursuant to Rule 4:3-2.

9. At all relevant times, **JOHN DOES 1-10 (fictitious parties); JANE DOES 1-10 (fictitious parties); ABC CORPS 1-10 (fictitious parties)**; constitute fictitious parties with identities currently unknown, but who may be liable to Plaintiff for civil damages.

#### **FIRST COUNT**

1. At all relevant times, Defendants **REMINGTON ARMS COMPANY, INC.; REMINGTON OUTDOOR COMPANY, INC.; VISTA OUTDOOR; ROUNDHILL GROUP; BERETTA U.S.A. CORP.; SAKO, LTD.; GANDER MOUNTAIN, INC.; GANDER OUTDOORS, INC.; GANDER RV; DICKS SPORTING GOODS, INC.; JOHN DOES 1-10 (fictitious parties); JANE DOES 1-10 (fictitious parties); ABC CORPS**

1-10 (fictitious parties); are corporations/business entities licensed to do business in the State of New Jersey.

2. At all relevant times, the aforesaid Defendants **REMINGTON ARMS COMPANY, INC.; REMINGTON OUTDOOR COMPANY, INC.; VISTA OUTDOOR; ROUNDHILL GROUP; BERETTA U.S.A. CORP.; SAKO, LTD.; GANDER MOUNTAIN, INC.; GANDER OUTDOORS, INC.; GANDER RV; DICKS SPORTING GOODS, INC.; JOHN DOES 1-10 (fictitious parties); JANE DOES 1-10 (fictitious parties); ABC CORPS 1-10 (fictitious parties);** individually, and through their agents, servants and/or employees designed, manufactured, produced, distributed, and/or placed into the stream of commerce a product including, but not limited to, a Tikka T3 Lite firearm, and/or Remington Express Core-Lokt .270 Winchester caliber ammunition, which was not reasonably fit, suitable or safe for its intended purpose; was defectively designed; was defectively manufactured; was defectively produced, was defectively distributed; and/or did not contain adequate warnings or instructions with respect to its use for purposes of safety.

3. On or about November 2, 2019, Plaintiff was properly using his Tikka T3 Lite firearm loaded with Remington Express Core-Lokt .270 Winchester caliber ammunition which suddenly, and without warning, exploded, causing Plaintiff to suffer serious and permanent injuries.

4. As a direct and proximate result of said injuries, Plaintiff has and will in the future experience great pain, suffering, disabilities, impairments, scarring, hearing loss and loss of enjoyments of life. Plaintiff has and will in the future be forced to expend large sums of money for medical care and attention. Plaintiff has and will in the future be unable to pursue his normal activities of daily living as before.

5. At all relevant times, the aforesaid defendants are liable for the aforesaid incident based upon the theory of strict liability in tort pursuant to the New Jersey Products Liability Act, N.J.S. 2A:58C-1, *et seq.*

WHEREFORE the plaintiff demands judgment against the defendants, either jointly, severally or in the alternative, for damages together with interest and costs of suit against DEFENDANTS REMINGTON ARMS COMPANY, INC.; REMINGTON OUTDOOR COMPANY, INC.; VISTA OUTDOOR; ROUNDHILL GROUP; BERETTA U.S.A. CORP.; SAKO, LTD.; GANDER MOUNTAIN, INC.; GANDER OUTDOORS, INC.; GANDER RV; DICKS SPORTING GOODS, INC.; JOHN DOES 1-10 (fictitious parties); JANE DOES 1-10 (fictitious parties); ABC CORPS 1-10 (fictitious parties).

#### SECOND COUNT

1. Plaintiff repeats and realleges each and every paragraph of the First Count and makes the same a part of hereof by reference thereto.

2. The aforesaid Defendants, REMINGTON ARMS COMPANY, INC.; REMINGTON OUTDOOR COMPANY, INC.; VISTA OUTDOOR; ROUNDHILL GROUP; BERETTA U.S.A. CORP.; SAKO, LTD.; GANDER MOUNTAIN, INC.; GANDER OUTDOORS, INC.; GANDER RV; DICKS SPORTING GOODS, INC.; JOHN DOES 1-10 (fictitious parties); JANE DOES 1-10 (fictitious parties); ABC CORPS 1-10 (fictitious parties); individually, and through their agents, servants and/or employees designed, manufactured, produced, distributed, and/or placed into the stream of commerce a product including, but not limited to, a Tikka T3 Lite firearm and/or Remington Express Core-Lokt .270 Winchester caliber ammunition, which should have carried express warranties of fitness for the



particular purpose for which they were designed, constructed distributed, produced, and/or manufactured.

3. The aforesaid Defendants **REMINGTON ARMS COMPANY, INC.; REMINGTON OUTDOOR COMPANY, INC.; VISTA OUTDOOR; ROUNDHILL GROUP; BERETTA U.S.A. CORP.; SAKO, LTD.; GANDER MOUNTAIN, INC.; GANDER OUTDOORS, INC.; GANDER RV; DICKS SPORTING GOODS, INC.; JOHN DOES 1-10 (fictitious parties); JANE DOES 1-10 (fictitious parties); ABC CORPS 1-10 (fictitious parties)** negligently, carelessly and/or recklessly breached said warranties including, but not limited to, in the manner in which said product was defectively designed, produced, constructed, distributed, and/or manufactured, a product as aforesaid.

4. The aforesaid Defendants **REMINGTON ARMS COMPANY, INC.; REMINGTON OUTDOOR COMPANY, INC.; VISTA OUTDOOR; ROUNDHILL GROUP; BERETTA U.S.A. CORP.; SAKO, LTD.; GANDER MOUNTAIN, INC.; GANDER OUTDOORS, INC.; GANDER RV; DICKS SPORTING GOODS, INC.; JOHN DOES 1-10 (fictitious parties); JANE DOES 1-10 (fictitious parties); ABC CORPS 1-10 (fictitious parties)** negligently, carelessly and/or recklessly breached said warranties in the manner including, but not limited to, in failing to provide adequate warnings.

5. As a direct and proximate cause of the aforesaid acts/omissions, negligence, carelessness, recklessness, breaches, and violations of statutory law, the Defendants, as aforesaid, Plaintiff suffered serious and permanent injuries.

6. At all relevant times, the aforesaid Defendants are liable for the aforesaid incident based upon the theory of strict liability in tort pursuant to the New Jersey Products Liability Act, N.J.S. 2A:58C-1, *et seq.*

As a direct and proximate result of said injuries, Plaintiff has and will in future experience great pain, suffering, scarring, disabilities, Impairments hearing loss, and loss of enjoyment of life. Plaintiff has and will in future be forced to expend large sums of money for medical care and attention. Plaintiff has and will in future be unable to pursue his normal activities of daily living as before.

**WHEREFORE**, Plaintiff demands judgment against the defendants, either jointly, severally or in the alternative, for damages together with interest and costs of suit.

DE FRANK LAW GROUP, LLC  
Attorneys for Plaintiff

By:   
PETER J. DE FRANK, ESQ.

Dated: 10 / 29 / 21

**JURY DEMANDS**

The Plaintiff hereby demands trial by jury as to all issues.

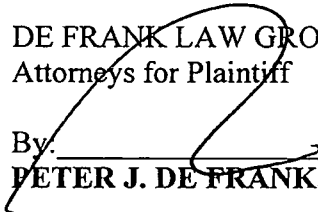
**DEMAND FOR ANSWERS TO INTERROGATORIES**

PLEASE TAKE NOTICE, that defendants are hereby required to finish answers, under oath to Form C and C(4) Interrogatories in Appendix II within the time prescribed by the Rules of Court.

**NOTICE OF DESIGNATION OF TRIAL COUNSEL**

PLEASE TAKE NOTICE, that pursuant to the Rules of the court, Peter J. De Frank Esq. is hereby designated as trial counsel of the within matter.

DE FRANK LAW GROUP, LLC  
Attorneys for Plaintiff

By:   
PETER J. DE FRANK, ESQ.

Dated: 10/29/21

**CERTIFICATION PURSUANT TO R:4:5-1**

I, PETER J. DE FRANK, ESQ., hereby certify as follows:

1. I am an attorney at law of the State of New Jersey and partner of the firm of DE FRANK, LAW GROUP, LLC.

2. To the best of my knowledge, confirmation and belief, there is no other action pending about the subject matter of this Complaint in the Superior Court of New Jersey, Law Division of Essex County. Additionally, there are no other persons known to me who should be added as parties to this matter, nor are there any other actions contemplated.

3. I do hereby certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10/29/21

DE FRANK LAW GROUP, LLC  
Attorneys for Plaintiff

By:   
PETER J. DE FRANK, ESQ.

**DE FRANK LAW GROUP, LLC**  
**PETER DE FRANK, ESQ. -035282007**  
**50 Packanack Lake Road**  
**Wayne, NJ 07470**  
**(973) 696-1900**  
**(973) 696-4211**  
**pdefrank@defranklawgroup.com**  
**Attorneys for Plaintiffs**

**MICHAEL MAZURE,**

Plaintiff(s),

v.

**REMINGTON ARMS COMPANY, INC.;**  
**REMINGTON OUTDOOR COMPANY,**  
**INC.; VISTA OUTDOOR; ROUNDHILL**  
**GROUP; BERETTA U.S.A. CORP.;**  
**SAKO, LTD.; GANDER MOUNTAIN,**  
**INC.; GANDER OUTDOORS, INC.;**  
**GANDER RV; DICKS SPORTING**  
**GOODS, INC.; JOHN DOES 1-10**  
**(fictitious parties); JANE DOES 1-10**  
**(fictitious parties); ABC CORPS 1-10**  
**(fictitious parties); XYZ CORP 1-10,**  
**(fictitious parties);**

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY**  
**LAW DIVISION: ESSEX COUNTY**

**DOCKET NO.**

*Civil Action*

**STATEMENT OF DAMAGES**

Pursuant to R. 4:5-2 the following is the amount of damages claimed by each plaintiff in the above entitled action:

**\$250,000**

**DE FRANK LAW GROUP, LLC.**  
*Attorneys for Plaintiff*

Dated: 10/29/21

BY:

**PETER J. DE FRANK, ESQ.**

DE FRANK LAW GROUP, LLC  
PETER DE FRANK, ESQ. -035282007  
50 Packanack Lake Road  
Wayne, NJ 07470  
(973) 696-1900  
(973) 696-4211  
pdefrank@defranklawgroup.com  
Attorneys for *Plaintiffs*

MICHAEL MAZURE,

Plaintiff(s),

v.

REMINGTON ARMS COMPANY, INC.;  
REMINGTON OUTDOOR COMPANY,  
INC.; VISTA OUTDOOR; ROUNDHILL  
GROUP; BERETTA U.S.A. CORP.;  
SAKO, LTD.; GANDER MOUNTAIN,  
INC.; GANDER OUTDOORS, INC.;  
GANDER RV; DICKS SPORTING  
GOODS, INC.; JOHN DOES 1-10  
(fictitious parties); JANE DOES 1-10  
(fictitious parties); ABC CORPS 1-10  
(fictitious parties); XYZ CORP 1-10,  
(fictitious parties);

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY

DOCKET NO.

*Civil Action*

**DEMAND FOR DISCOVERY OF  
INSURANCE COVERAGE**

**DEMAND FOR DISCOVERY OF INSURANCE COVERAGE**

Pursuant to R. 4:10-2(b), demand is hereby made that the Defendants, disclose to the undersigned whether there are any insurance agreements or policies under which any person of firm carrying on an insurance business may be liable to satisfy part or all of the judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. This request applies also to information regarding excess, umbrella or other supplemental insurance policies available to each Defendant.

Dated: 10/29/24

  
PETER J. DE FRANK, ESQ

DE FRANK LAW GROUP, LLC  
PETER DE FRANK, ESQ. -035282007  
50 Packanack Lake Road  
Wayne, NJ 07470  
(973) 696-1900  
(973) 696-4211  
pdefrank@defranklawgroup.com  
Attorneys for *Plaintiffs*

**MICHAEL MAZURE,**

Plaintiff(s),

v.

REMINGTON ARMS COMPANY, INC.;  
REMINGTON OUTDOOR COMPANY,  
INC.; VISTA OUTDOOR; ROUNDHILL  
GROUP; BERETTA U.S.A. CORP.;  
SAKO, LTD.; GANDER MOUNTAIN,  
INC.; GANDER OUTDOORS, INC.;  
GANDER RV; DICKS SPORTING  
GOODS, INC.; JOHN DOES 1-10  
(fictitious parties); JANE DOES 1-10  
(fictitious parties); ABC CORPS 1-10  
(fictitious parties); XYZ CORP 1-10,  
(fictitious parties);

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY


DOCKET NO.

*Civil Action*

**DEMAND FOR DISCOVERY OF  
STATEMENTS**

Pursuant to R. 4:10-2(c), demand is hereby made that the Defendants, disclose to the defendants provide the attorney filing this pleading with true and complete copies of any and all statements by any and all parties, witnesses, and persons with knowledge regarding the subject matter of this case. If your claim is of "privilege," your response must still identify the date of the statement, the individuals providing and receiving the statement, and the reason you assert that the statement is privileged. This includes oral and written statements.

Dated: 10/29/21

  
PETER J. DE FRANK, ESQ.

DE FRANK LAW GROUP, LLC  
PETER DE FRANK, ESQ. -035282007  
50 Packanack Lake Road  
Wayne, NJ 07470  
(973) 696-1900  
(973) 696-4211  
pdefrank@defranklawgroup.com  
Attorneys for *Plaintiffs*

MICHAEL MAZURE,

Plaintiff(s),

v.

REMINGTON ARMS COMPANY, INC.;  
REMINGTON OUTDOOR COMPANY,  
INC.; VISTA OUTDOOR; ROUNDHILL  
GROUP; BERETTA U.S.A. CORP.;  
SAKO, LTD.; GANDER MOUNTAIN,  
INC.; GANDER OUTDOORS, INC.;  
GANDER RV; DICKS SPORTING  
GOODS, INC.; JOHN DOES 1-10  
(fictitious parties); JANE DOES 1-10  
(fictitious parties); ABC CORPS 1-10  
(fictitious parties); XYZ CORP 1-10,  
(fictitious parties);

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY

DOCKET NO.

*Civil Action*

**NOTICE TO PRODUCE**

**DEFINITIONS AND INSTRUCTIONS**

1. The term "plaintiff" or "plaintiffs" refers to each plaintiff in this action include a personal representative, the term "plaintiff" refers to the decedent represented.

2. The term "documents" means all writings of any kind, including the originals, all copies, and all non-identical copies, whether different from the original by reason of any notation made on such copies, or otherwise, and includes, without limitation, agenda, announcements, photographs, audit sheets, agreements, accountant's worksheets, bids, bills, books, brochures, bulletins, contracts, communications, computer print-outs, correspondence, checks, charts, diaries, drafts, estimates, graphs, inter and intra-office communications, invoices, letters, memoranda, manuals, minutes or summaries of meeting, MAG cards, MTST tapes, floppy disks, notes, notations of telephone calls, offers, proposals, prospectuses, returns, resolutions, statements (including without limitation, checking accounts, savings accounts, certified and



uncertified financial) sketches, schedules, studies, statistics, stenographic notes, summaries, tabulations, tax returns (including without limitation federal, state and local tax returns; federal and state gift tax returns and federal and state estate tax returns), telephone call slips, telegrams, telexes, teletypes, worksheets, periodicals, drawings, accounting journals, purchase orders, inventory records or cards, traveling requisitions and bills of lading.

3. The term "document" includes all drafts, alterations, modifications, changes and amendments of any of the items listed in Paragraph 2, and includes graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motions pictures) and electronic, mechanical or electric records or representations of any kind (including without limitation tapes, cassettes, discs, recordings).

4. The term "documents" refers to all items set forth in Paragraphs 2 and 3 above, known to or in the possession, custody of the recipient of this notice or subpoena, or any of its officers, directors, agents, attorneys, servants, employees or representatives, and every such documents which can be located or discovered by reasonably diligent efforts.

5. The term "defendant" means any and all defendants in the within action. Note, however, that in responding to the within request, plaintiffs should indicate to which of the specific plaintiffs the documents relate.

6. This request is continuing request throughout the course of the litigation of the above-captioned matter. Accordingly, if at any time information requested herein becomes known to defendants such information is to be forwarded to counsel for this plaintiff.

7. Defendants are to respond separately, within thirty days, to each paragraph of this request.

### REQUESTS

1. Any and all statements made by any party to this lawsuit, their agents, representatives or employees, whether written or oral. If you are claiming a privilege, please state so specifically. Nonetheless, the existence of a statement, including the date taken must be provided.

2. Any and all statements made by any witnesses to the events described in any and all of the paragraphs of the cause of action.

3. Any and all statements made by any person other than witnesses or parties which relate or refer in any way to the cause of action.

4. Any and all written reports rendered by plaintiff(s) and defendant(s) proposed expert witnesses, including, but not limited to any medical expert witnesses intended or not intended to be called at the time of trial.

5. Any and all books, treaties, commentaries, reports, statutes, codes, ordinances, rules, regulations or other published documents referred to and utilized by or relied upon by any expert witness whom plaintiff(s) and defendants(s) intend(s) to call at trial.

6. Any and all blue prints, charts diagrams, drawings, graphs, maps, plats, plans, photographs, models or other visual reproductions of any object, place or thing prepared or utilized by, referred to or relied upon by any expert witnesses whom plaintiff(s) and defendant(s) intend(s) to call at time of trial.

7. Photostat copy of any photographs or surveys of the scene of the accident or of any objects or persons involved therein whether in the possession of the attorney, or in the possession of any representatives of the insurance carriers, taken on the date of the incident, within the three (3) months prior or subsequent to the incident, and taken in furtherance of an investigation of the incident.

8. A copy of any and all written report or summaries of oral reports, as well as copies of the curriculum vitae, of any and all experts that have been supplied to plaintiff's and defendant's attorneys, whose testimony will be offered at time of the Trial in the above captioned matter.

9. A copy of any and all emergency room records and bills, as well as other hospital medical records and bills regarding any medical treatment received by plaintiff(s) which is alleged to relate to any injuries sustained.

10. Police or other Municipal, County, State or Federal investigative reports.

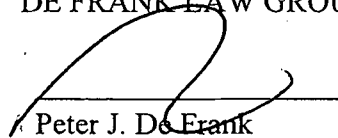
11. All liability experts' reports.
12. Any documents obtained from any party or any of its agencies, branches or subdivisions.
13. Copies of any statements obtained from any witnesses, any party, any party's investigators, agents, servants, or employees; if oral, a complete summary of same.
14. Copies of any and all medical reports and bills from treating, consulting or examining physicians.
15. Copies of any and all diagnostic tests, reports, summaries and bills.
16. Copies of all interrogatories exchanged by the parties.
17. Copies of all depositions conducted in the case.
18. Copies of all Requests for Admissions and responses exchanged.
19. Copies of any Demands to Produce and responses exchanged.
20. Copies of all Court Orders.
21. Copies of any scheduling notice in this matter.
22. If amended pleadings have been filed, copies of all original pleadings.
23. Any and all documents relating to any recalls of firearms manufactured or distributed by the defendants.
24. Any and all documents relating to any recalls of ammunition manufactured or distributed by the defendants within the last ten (10) years.
25. Any and all copies of videos relating to testing, manufacturing and/or design of the Tikka T3 Lite firearm and/or Remington Express Core-Lokt .270 Winchester caliber ammunition within the last ten (10) years.
26. Copies of documents relating to specifications and/or tolerances relating to the Tikka T3 Lite firearm and/or Remington Express Core-Lokt .270 Winchester caliber ammunition within the last ten (10) years.
27. Any and all documents relating to quality control checks and testing of the Tikka T3 Lite firearm and/or Remington Express Core-Lokt .270 Winchester caliber ammunition within the last ten (10) years.

28. Copies of any and all documents relating to failure rates of firearms and/or ammunition manufactured or distributed by the defendants within the last ten (10) years.

29. Copies of any and all complaints relating to the Tikka T3 Lite firearm and/or Remington Express Core-Lokt .270 Winchester caliber ammunition within the last ten (10) years.

30. Copies of any and all documents relating to any compensation paid to owners of the Tikka T3 Lite firearm and/or Remington Express Core-Lokt .270 Winchester caliber ammunition due to failure or malfunction by the defendants within the last ten (10) years.

DE FRANK LAW GROUP, LLC



Peter J. De Frank

Date: 10/29/21

## Civil Case Information Statement

**Case Details: ESSEX | Civil Part Docket# L-008157-21**

**Case Caption:** MAZURE MICHAEL VS REMINGTON  
ARMS COMPA NY, INC.

**Case Initiation Date:** 10/29/2021

**Attorney Name:** CORTNEY L JONKER

**Firm Name:** DE FRANK MCCLUSKEY & KOPP, LLC

**Address:** 50 PACKANACK LAKE RD

WAYNE NJ 07470

**Phone:** 9736961900

**Name of Party:** PLAINTIFF : Mazure, Michael

**Name of Defendant's Primary Insurance Company**  
(if known): Unknown

**Case Type:** PERSONAL INJURY

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 6 JURORS

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**Are sexual abuse claims alleged by: Michael Mazure?** NO

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE**

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category: Putative Class Action?** NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

10/29/2021  
Dated

/s/ CORTNEY L JONKER  
Signed

ESSEX COUNTY - CIVIL DIVISION  
SUPERIOR COURT OF NJ  
465 MARTIN LUTHER KING JR BLVD  
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 776-9300  
COURT HOURS 8:30 AM - 4:30 PM

DATE: OCTOBER 29, 2021  
RE: MAZURE MICHAEL VS REMINGTON ARMS COMPA NY, INC.  
DOCKET: ESX L -008157 21

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON SHARIFA R. SALAAM

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001  
AT: (973) 776-9300 EXT 57395.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.  
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ATT: CORTNEY L. JONKER  
DE FRANK MCCLUSKEY & KOPP, LLC  
50 PACKANACK LAKE RD  
WAYNE NJ 07470

ECOURTS

**DE FRANK LAW GROUP, LLC**  
**PETER DE FRANK, ESQ. -035282007**  
**50 Packanack Lake Road**  
**Wayne, NJ 07470**  
**(973) 696-1900**  
**(973) 696-4211**  
**pdefrank@defranklawgroup.com**  
Attorneys for *Plaintiffs*

**MICHAEL MAZURE,**

Plaintiff(s),

v.

**REMINGTON ARMS COMPANY, INC.;**  
**REMINGTON OUTDOOR COMPANY,**  
**INC.; VISTA OUTDOOR; ROUNDHILL**  
**GROUP; BERETTA U.S.A. CORP.;**  
**SAKO, LTD.; GANDER MOUNTAIN,**  
**INC.; GANDER OUTDOORS, INC.;**  
**GANDER RV; DICKS SPORTING**  
**GOODS, INC.; JOHN DOES 1-10**  
**(fictitious parties); JANE DOES 1-10**  
**(fictitious parties); ABC CORPS 1-10**  
**(fictitious parties);**

Defendant(s).

**TO THE CLERK OF THE ABOVE NAMED COURT:**

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY

DOCKET NO. ESX-L-8157-21

*Civil Action*

**SUBSTITUTION OF ATTORNEY**

The undersigned hereby consent to the substitution of Peter De Frank, Esq., of De Frank Law Group, LLC., 50 Packanack Lake Road Wayne, New Jersey 07470 as Attorney for the Plaintiff, **MICHAEL MAZURE**, in the above entitled cause.

**DE FRANK, MCCLUSKEY & KOPP, LLC**

/s/ Peter J. De Frank, Esq.  
**Withdrawing Attorney**

**DE FRANK LAW GROUP, LLC**

/s/ Peter J. De Frank, Esq.  
**Superseding Attorney**

Dated: January 13, 2022

MAZURE, MICHAEL  
vs.  
Remington Arms Company et al.

Plaintiff  
Defendant

Superior Court of New Jersey  
Venue ESSEX  
Docket Number ESX-L-8157-21

**Person to be served** (Name & Address):  
Vista Outdoor c/o Corporation Trust  
820 Bear Tavern Road, suite 305  
West Trenton, NJ 08628

**AFFIDAVIT OF SERVICE**  
(For Use by Private Service)

**Attorney:**

Peter De Frank, Esq.

Cost of Service pursuant to R. 4:4-3(c)

\$ \_\_\_\_\_

**Papers Served:**

Summons and Complaint

**Service Data:**

Served Successfully ☒ Not Served \_\_\_\_\_

Date: 4/14/22 Time: 1000pm

Attempts: \_\_\_\_\_

\_\_\_\_\_ Delivered a copy to him / her personally

Name of Person Served and relationship / title:

\_\_\_\_\_ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)

DIONNE EVANS/  
INTAKE SPECIALIST

☒ Left a copy with a person authorized to accept service, e.g., managing agent, registered agent, etc.  
(Indicate name & official title at right)

**Description of Person Accepting Service:**

Sex: F Age: 35 Height: 5'4" Weight: 125 Skin Color: DX Hair Color: DL

**Unserved:**

- ( ) Defendant is unknown at the address furnished by the attorney  
( ) All reasonable inquiries suggest defendant moved to an undetermined address  
( ) No such street in municipality  
( ) No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
( ) Other: \_\_\_\_\_ Comments or Remarks \_\_\_\_\_

**Server Data:**

Subscribed and Sworn to me this 2022  
14 day of April

I, <Name of Server>, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Ronald J Hall  
Notary Signature

Name of Notary / commission expiration

\_\_\_\_\_  
Signature of Process Server

4/14/22  
Date

RONALD J. Hall Private Server's name, address and telephone number.  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2453805  
My Commission Expires 10/18/2025













MAZURE, MICHAEL

Plaintiff

Superior Court of New Jersey

vs.

Venue ESSEX

Remington Arms Company et al.

Defendant

Docket Number ESX-L-8157-21

**Person to be served** (Name & Address):

Remington Arms Company, Inc. c/o Corporation Trust  
820 Bear Tavern Road, suite 305  
West Trenton, NJ 08628

**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

**Attorney:**

Peter De Frank, Esq.

Cost of Service pursuant to R. 4:4-3(c)

\$ \_\_\_\_\_

**Papers Served:**

Summons and Complaint

**Service Data:**

Served Successfully ☒ Not Served ☐

Date: 4/14/22 Time: 1:00 PM

Attempts: \_\_\_\_\_

☐ Delivered a copy to him / her personally

Name of Person Served and relationship / title:

☐ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)

DIONNE EVANS /  
I.S.

☒ Left a copy with a person authorized to accept service, e.g., managing agent, registered agent, etc.  
(Indicate name & official title at right)

**Description of Person Accepting Service:**

Sex: F Age: 35 Height: 5'4" Weight: 125 Skin Color: DK Hair Color: DK

**Unserved:**

- ( ) Defendant is unknown at the address furnished by the attorney  
( ) All reasonable inquiries suggest defendant moved to an undetermined address  
( ) No such street in municipality  
( ) No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
( ) Other: \_\_\_\_\_ Comments or Remarks \_\_\_\_\_

**Server Data:**

Subscribed and Sworn to me this 14 day of April 2022

MITCH DALOISIO  
I, <Name of Server>, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Ronald J Hall

Notary Signature

Name of Notary / commission expiration

4/14/22  
Signature of Process Server Date

RONALD J HALL  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2463805  
My Commission Expires 10/19/2025  
<Insert Private Server's name, address and telephone number.>

Affidavit of Service (9/30/02)

MAZURE, MICHAEL

Plaintiff

Superior Court of New Jersey

vs.

Venue ESSEX

Remington Arms Company et al.

Defendant

Docket Number ESX-L-8157-21

**Person to be served** (Name & Address):

Remington Outdoor Company, Inc. c/o Corporation Trust  
820 Bear Tavern Road, suite 305  
West Trenton, NJ 08628

**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

**Attorney:**

Peter De Frank, Esq.

Cost of Service pursuant to R. 4:4-3(c)

\$ \_\_\_\_\_

**Papers Served:**

Summons and Complaint

**Service Data:**

Served Successfully ☒

Not Served \_\_\_\_\_

Date: 4/14/22

Time: 1000pm

Attempts: \_\_\_\_\_

\_\_\_\_\_ Delivered a copy to him / her personally

Name of Person Served and relationship / title:

\_\_\_\_\_ Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)

DIONNE EVANS /  
I.S.

☒ Left a copy with a person authorized to accept service, e.g., managing agent, registered agent, etc.  
(Indicate name & official title at right)

**Description of Person Accepting Service:**

Sex: F Age: 35 Height: 5'4" Weight: 125 Skin Color: DK Hair Color: DK

**Unserved:**

- ( ) Defendant is unknown at the address furnished by the attorney  
( ) All reasonable inquiries suggest defendant moved to an undetermined address  
( ) No such street in municipality  
( ) No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
( ) Other: \_\_\_\_\_ Comments or Remarks \_\_\_\_\_

**Server Data:**

Subscribed and Sworn to me this 2022  
14 day of APRIL

MITCH DALOAN  
I, <Name of Server>, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Ronald J. Hall

mda 4/14/22  
Signature of Process Server Date

Notary Signature

Name of Notary / commission expiration

10/19/25  
RONALD J. HALL  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2453805  
My Commission Expires 10/19/2025

<Insert Private Server's name, address and telephone number.>

Affidavit of Service (9/30/02)

-  
ESSEX COUNTY - CIVIL DIVISION  
SUPERIOR COURT OF NJ  
465 MARTIN LUTHER KING JR BLVD  
NEWARK NJ 07102

DISMISSAL NOTICE

TELEPHONE - (973) 776-9300 EXT. 57395, JUAN ALVAREZ TEAM 001  
COURT HOURS: 8:30 AM - 4:30 PM

DATE: MARCH 11, 2022  
RE: MAZURE MICHAEL VS REMINGTON ARMS COMPA NY, INC.  
DOCKET: ESX L -008157 21  
PARTY: BERETTA U.S.A. CORP. DICKS SPORTING GOODS GANDER MOUNTAIN, INC

GANDER O

GANDER RV

REMINGTON ARMS COMPA REMINGTON OUTDOOR CO

ROUNDH

SAKO, LTD.

VISTA OUTDOOR

PLEASE TAKE NOTICE THAT ON MAY 10, 2022 (60 DAYS FROM DATE OF  
THIS NOTICE), THE COURT WILL DISMISS THE ABOVE PARTY OR PARTIES FOR LACK OF  
PROSECUTION WITHOUT PREJUDICE, PURSUANT TO RULE 1:13-7 OR RULE 4:43-2 UNLESS ACTION  
REQUIRED UNDER THE ABOVE RULES IS TAKEN.

HON BRUCE BUECHLER

KOPP, LLC

JUDGE

ATT: CORTNEY L. JONKER  
DE FRANK MCCLUSKEY &

50 PACKANACK LAKE RD  
WAYNE NJ 07470

ESSEX COUNTY - CIVIL DIVISION  
SUPERIOR COURT OF NJ  
465 MARTIN LUTHER KING JR BLVD  
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 776-9300  
COURT HOURS 8:30 AM - 4:30 PM

DATE: OCTOBER 29, 2021  
RE: MAZURE MICHAEL VS REMINGTON ARMS COMPA NY, INC.  
DOCKET: ESX L -008157 21

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON SHARIFA R. SALAAM

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001  
AT: (973) 776-9300 EXT 57395.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.  
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ATT: CORTNEY L. JONKER  
DE FRANK MCCLUSKEY & KOPP, LLC  
50 PACKANACK LAKE RD  
WAYNE NJ 07470

ECOURTS